

## **Appendix A**

### **SEPA Determination of Non-Significance**



**CITY OF ISSAQUAH**  
**DETERMINATION OF NONSIGNIFICANCE (DNS)**

**Description of Proposal:** The City of Issaquah Public Works Department is proposing the 2002 Sewer System Plan to update the 1996 Sewer System Plan. The Plan serves as a guide for planning and designing future sewer facilities. The Plan identifies improvements needed to provide adequate service within the City's service area through the year 2020, consistent with the City's Comprehensive Plan, requirements of the State Growth Management Act (GMA), and requirements of the State Department of Ecology (DOE) and King County.

The 2002 Sewer System Plan discusses improvements including upgrading the existing system to replace deteriorated pipes that create inflow/infiltration problems, upsizing of pipes to provide capacity improvements to handle project growth, and extension of sewers to unsewered areas within the service area.

There are no changes proposed to the existing sewer service area and no additional sewer extensions or expansions are proposed beyond the 1996 Sewer System Plan.

**Proponent:** City of Issaquah Public Works Department, attn: Kerry Ritland

**Permit Number:** PLN03-00037

**Location of Proposal:** Citywide

**Lead Agency:** City of Issaquah

**Determination:** The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

**Appeals:** You may appeal this determination between **May 28, 2003** and **June 11, 2003** by filing a Notice of Appeal with the City of Issaquah Permit Center located at 1775 12th Ave. NW, Issaquah. You should be prepared to make specific factual objections. Contact the SEPA Responsible Official for more information about the proposal or ask about the procedures for SEPA appeals.

**Responsible Official:** Peter Rosen

**Position/Title:** Environmental Planner

**Address/Phone:** P.O. Box 1307, Issaquah, WA 98027-1307 (425) 837-3094

**Date:** 5/28/2003

**Signature:**  \_\_\_\_\_

**Notes:**

- 1) The Plan updates sewer utility policies to ensure future improvements and expansions are consistent with existing growth policies of the City's Comprehensive Plan. The Sewer Service Area generally corresponds to the City limits and the Potential Annexation Areas (PAA).

- 2) Project-specific environmental review will be required for the future construction of sewer system capital improvements, except for those projects that meet SEPA categorical exemptions.

cc: Washington State Department of Ecology  
Muckleshoot Indian Tribe  
Kerry Ritland – Issaquah Public Works Department  
Mark Hinthorne, Dave Favour, Peter Rosen – Issaquah Planning Department  
Sandy Wirth – Issaquah Building Department  
Issaquah Public Works Department  
Issaquah Parks Department

**Appendix B**  
**City of Bellevue Sewer Agreement**



ORIGINAL

FILED NO. 15180  
CITY OF BELLEVUE  
DATE 2/6/90  
CITY CLERK *[Signature]*

AGREEMENT FOR WHOLESALE SANITARY SEWER AND WATER SERVICE

*O. Carner*  
*Res. 523*

FROM  
CITY OF BELLEVUE

TO  
CITY OF ISSAQUAH SERVICE AREA

LAKEMONT TRIANGLE

WHEREAS: A sphere of influence agreement has been reached between the City of Bellevue (Bellevue) and the City of Issaquah (Issaquah) that outlines the limits of a future boundary between the Cities, and

WHEREAS: It is desirable that the Cities' future sanitary sewer and water service boundaries correspond with the Cities' future corporate limits, and

WHEREAS: Bellevue sewer and water facilities now exist and may be logically extended to provide adequate service to certain areas within Issaquah's service area (shown on Exhibit C and labeled as Lakemont Triangle), and

WHEREAS: Issaquah sanitary sewer and water facilities are currently a greater distance from the Lakemont Triangle service area, and

WHEREAS: An analysis of sanitary sewer and water service options for Issaquah to serve the Lakemont Triangle service area, concluded that the least cost alternative for sanitary sewer and water service would be through an agreement for joint use of sanitary sewer facilities and a wholesale water service agreement between Bellevue and Issaquah, and

WHEREAS: It is desirable to provide sanitary sewer and water service to the public in the least costly manner, consistent with jurisdictional boundaries, and

WHEREAS: It is recognized that water service to the Lakemont Triangle service area will not solve Issaquah's long term water needs and that other solutions will be needed to serve future growth demands.

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AGREEMENT FOR WHOLESALE SANITARY SEWER & WATER SERVICE  
FROM CITY OF BELLEVUE TO CITY OF ISSAQUAH - LAKEMONT TRIANGLE

NOW, THEREFORE be it agreed by the Cities of Bellevue and Issaquah that:

1. This Agreement addresses the provision of wholesale sanitary sewer and water service to a limited area of Issaquah's service area. It is not the intent of this Agreement to address facilities that would be capable of serving any additional portion of Issaquah's service area. Such facilities would require a separate agreement.

2. Bellevue agrees to provide wholesale sanitary sewer and water service to Issaquah for the Lakemont Triangle service area only for sanitary sewer conveyance and for retail water distribution and sale in accordance with the terms of this Agreement.

3. The number of Multi-Family Units to be served within the area shall not exceed 600 unless it is mutually agreed that additional units may be served.

4. Bellevue shall supply water from a 12" diameter main on Newport Way at 17300 block. This 12" main will be new construction by the City of Issaquah, and shall be extended from an existing 12" main located at approximately SE 42nd Place and SE Newport Way, west of the Lakemont Triangle. The estimated total length of new main will be 6350 feet. Issaquah shall be responsible for obtaining all necessary permits associated with the new 12" main. By executing this interlocal agreement, Bellevue agrees to endorse Issaquah's efforts to obtain the permits.

Ownership of the new water line from the point of connection to the existing Bellevue 12" main, shall be Issaquah's including that portion of the new main which will be within Bellevue jurisdictional boundaries. Bellevue shall not tap into Issaquah's 12" main without Issaquah's written approval. Such approval shall not be unreasonably withheld.

5. Bellevue shall provide a maximum fire flow of 2000 GPM measured at the intersection of Newport Way and 180th Ave. It is understood that the actual rate of flow at the point of use is dependent upon the hydraulic behavior of the distribution system between the connection point and the point of use and Bellevue therefore makes no representation with regard thereto.

6. Bellevue agrees that the wholesale water service it provides to Issaquah will meet the same standards of reliability, rate of flow and quality, that it provides to its retail service customers.

7. The Water Purveyor Contract between the City of Seattle and the City of Bellevue, Section II.B. Resale to Other Parties, requires written consent from Seattle prior to the execution of this Agreement.

AGREEMENT FOR WHOLESALE SANITARY SEWER & WATER SERVICE  
FROM CITY OF BELLEVUE TO CITY OF ISSAQUAH - LAKEMONT TRIANGLE

Issaquah agrees, for the Lakemont Triangle service area, to abide by the standard terms and conditions that are imposed by the Seattle Water Department as well as those imposed by Bellevue, including but not limited to cross-connection controls, water quality testing, water conservation and other applicable standards and those terms and conditions are hereby incorporated by reference herein as if set forth in full. This Agreement does not convey purveyor status or water supply rights from the City of Seattle to Issaquah.

8. The basis for determining Issaquah's fair share of the water capital cost of facilities shall be mutually accepted engineering standards and cost estimates related to sizing of storage, pumping, distribution and transmission facilities as listed on Exhibit B.

9. All water supplied to the Lakemont Triangle service area by Bellevue shall be metered by individual service meters to all water users. The metering device(s) shall be owned by Issaquah and be periodically calibrated in accordance with manufacturer's specifications to guarantee accuracy. If, due to water quality, Issaquah needs to periodically flush its main, Issaquah shall install a metered flushing station to record consumptions.

10. Issaquah shall read the individual meters on a bi-monthly schedule. Issaquah shall submit a payment to Bellevue for water consumption. The water shall be charged at Bellevue's standard residential water rate.

11. Bellevue agrees to allow Issaquah to connect the Issaquah sewer main serving the Lakemont Triangle area, into an existing Bellevue sewer facility in the vicinity of SE Newport Way and Lakemont Blvd. (future). (See Exhibit C.)

12. Issaquah agrees to pay Bellevue for their fair share of the sewer facilities on West Lake Sammamish which must be upgraded to serve both the Lakemont Triangle area and proposed Bellevue needs. The basis for determining the fair share computations shall be mutually accepted engineering standards related to sizing of the sewage facilities. (See Exhibit A) Upgrading of existing sewer facilities will include approximately 6000 L.F. of sewer trunk at an estimated cost of \$1,500,000.00 (1989 dollars).

Upgrading by Bellevue of the sewer facilities to meet additional capacity demands resulting from proposed Lakemont Triangle Development, and payment by Issaquah for its associated costs are conditional upon a signed commitment from the Developers to Issaquah. A signed commitment from the Developer will be required by Issaquah prior to building permit approval, which will include the portion for which the Developer must contribute toward the sanitary sewer upgrade. Failure by Developers to provide a signed

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commitment in a timely manner prior to finalization of plans to upgrade the Bellevue sewer, will result in the reduction of the sewer upgrade by Bellevue, shall release Issaquah from all monetary responsibility for that portion of the upgrade costs and Issaquah would not be able to connect to Bellevue's sewer facilities.

13. Bellevue shall construct, own and maintain all sanitary sewer facilities within its service area that are jointly used by Bellevue and Issaquah.

14. Bellevue agrees to bill and Issaquah agrees to pay a monthly user fee of \$.87 per Multi-Family Unit per month for sewage conveyance capacity, after construction. This rate includes charges for maintenance and operation of the jointly used facilities in perpetuity and will not be subject to additional charges for maintenance and operation.

15. Bellevue and Issaquah agree that the sanitary sewer and water system improvements needed to serve the area are to be provided in response to development activity, hence the construction of the facilities is dependent upon Developer contributions and construction. Issaquah's fair share of the capital cost of facilities to serve the area shall be provided from Developer cash contributions and/or Developer facility construction.

16. Issaquah shall construct, own and maintain all sanitary sewer and water facilities that are solely used for service to Issaquah, regardless of the location of the facilities.

17. Issaquah agrees to pay Bellevue's applicable general facilities fees for each Multi-Family Unit that is served. These fees will be collected by Issaquah on a unit by unit basis at the time that service is granted under Building Permit approval. An annual payment will be made to Bellevue representing the connection fees that were collected during the preceding twelve month period. The annual payment shall be made on or near December 31st of each year that new connections are added. A letter report shall accompany the payment, which include an accounting of the connections added during the year.

18. Bellevue agrees to obtain all necessary approvals and permits for serving and constructing the jointly used facilities.

AGREEMENT FOR WHOLESALE SANITARY SEWER & WASTE SERVICE  
FROM CITY OF BELLEVUE TO CITY OF ISSAQUAH - LAKEMONT TRIANGLE

19. Issaquah agrees to obtain all necessary approvals and permits for construction of the facilities that will solely serve Issaquah.

20. Dispute Resolution. Each City shall designate representatives for the purposes of administering this Agreement and resolving disputes arising from this Agreement. Each city shall notify the other in writing of its designated representatives. Each City may change its designated representatives on notice to the other.

Disputes that cannot be resolved by the representatives designated herein shall be referred to the Chief Executive Officer of each City for mediation and/or settlement. If not resolved by them within sixty (60) days, either City, or both of them, may file a demand for arbitration, in which event the issue shall be submitted to an arbitrator acceptable to both parties and the matter shall be arbitrated pursuant to the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both Cities.

21. Liability/Hold Harmless. Bellevue shall indemnify, defend, and hold harmless the City of Issaquah, its officers, agents and employees, from and against any and all claims, losses, or liability, including attorneys fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Bellevue, its officers, agents and employees, in the performance of this Agreement. With respect to the performance of this Agreement and as to claims against Issaquah, its officers, agents and employees, Bellevue expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of Bellevue. This paragraph shall not apply to any damage resulting from the negligence of Issaquah, its agents and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Issaquah, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Bellevue, its officers, agents and employees.

Issaquah shall indemnify, defend and hold harmless the City of Bellevue, its officers, agents and employees, from and against any and all claims, losses, or liability, including attorneys fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Issaquah, its officers, agents and employees, in the performance of this Agreement. With respect to the performance of this Agreement and as to claims against Bellevue, its officers, agents and employees, Issaquah expressly waives its immunity under Title 51 of the

AGREEMENT FOR WHOLESALE SANITARY SEWER & WATER SERVICE  
FROM CITY OF BELLEVUE TO CITY OF ISSAQUAH - LAKEMONT TRIANGLE

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Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of Issaquah. This paragraph shall not apply to any damage resulting from the negligence of Bellevue, its agents and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Bellevue, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Issaquah, its officers, agents and employees.

HEREBY AGREED TO AND ACCEPTED BY this the \_\_\_\_\_ day of

\_\_\_\_\_, 198\_\_.

CITY OF BELLEVUE

CITY OF ISSAQUAH

*Ben Bismuth*

Approved as to form:

*[Signature]*  
Assistant City Attorney

*[Signature]* 3/9/90  
City Attorney

52:50

EXHIBIT A

COST ALLOCATION FOR  
SOUTH VASA PARK SEWER TRUNK

Issaquah will serve 600 Multi-Family Units (360 Equiv. Single Family Units) via a sewer pump station. Normally peak flow from 600 MF Units would be approximately 200 gpm, it is anticipated that the pump station will be sized for around 275 gpm, which is equivalent to 825 MF or 495 SF Units. For flow demand and determining Issaquah's share of the trunk costs, 495 Equiv. SF Units is being used for Issaquah. The total number of projected equivalent single family units in the South Vasa Trunk is 2009, including Issaquah.

1) Cost for constructing new trunk.

The estimated project cost is \$1,567,000. Therefore, the cost per Equiv. SF Unit is  $\$1,567,000/2009 = \$780$ . \*\*

2) Replacement and M&O costs.

Replacement cost = \$1,560,000  
Anticipated life of trunk = 75 years  
Replacement cost per year =  $\$1,560,000/75 = \$20,800$   
Assume annual M&O cost = \$1000

Total annual cost = \$21,800

Issaquah's share =  $495/2009 = 25\%$

Issaquah's cost per year =  $.25(\$21,800) = \$5,450$

Cost per MF unit per month =  $\$5,450/600 \text{ SF units}/12 \text{ months}$   
= \$0.75 per month

3) Additional cost for admin., insurance, liability, etc.  
+15% = \$0.12

TOTAL MONTHLY CHARGE PER MF UNIT PER MONTH = \$0.87

\*\* This is in 1989 dollars, interest will be added to the cost for connection made in future years.

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## EXHIBIT D

COST OF  
SOUTH 520 ZONE REGIONAL FACILITIES

## 1) Estimated ultimate equivalent single family units

Ultimate Max. day demand (MDD) = 4.9 MGD  
(1985 Water Comp. Plan, pg. 3-12)

Avg. Day Demand per capita = 80 gpcd  
3.1 persons per SF unit

ADD per equiv. SF unit = 80 gpcd X 3.1 = 248 gpd

MDD = ADD X 2.4

MDD for equiv. SF = 248 gpd X 2.4 = 769 gpd

(All from 1986 Water Comp. Plan Amend., pg. 11 & 12)

Estimated ultimate SF units in South 520 Zone =  
4,900,000 MGD / 769 gpd = 6372

## 2) Estimated replacement cost of existing regional facilities:

2MG Steel Reservoir = \$ 800,000

3MG Concrete Reservoir = \$1,300,000

\*2 Supply Inlet Stations = \$1,350,000 (60% = \$810,000)

\*8500 lf - 24" Pipe = \$1,490,000 (60% = \$894,000)

\*9400 lf - 16" Pipe = \$1,175,000 (60% = \$705,000)

\*17200 lf - 12" Pipe = \$1,720,000 (60% = \$1032,000)

TOTAL = \$5,541,000

\* These facilities provide service to other areas, therefore, only 60% will be allocated to the South 520 Zone.

## Estimated depreciation of the facilities:

## Reservoirs:

Age 13 years - expected useful life 100yrs

depreciation = 13/100 = 13%

Inlets - new no depreciation

## Pipe

avg age 16 years - expected life 75yrs

depreciation = 16/75 = 21%

## Depreciation value

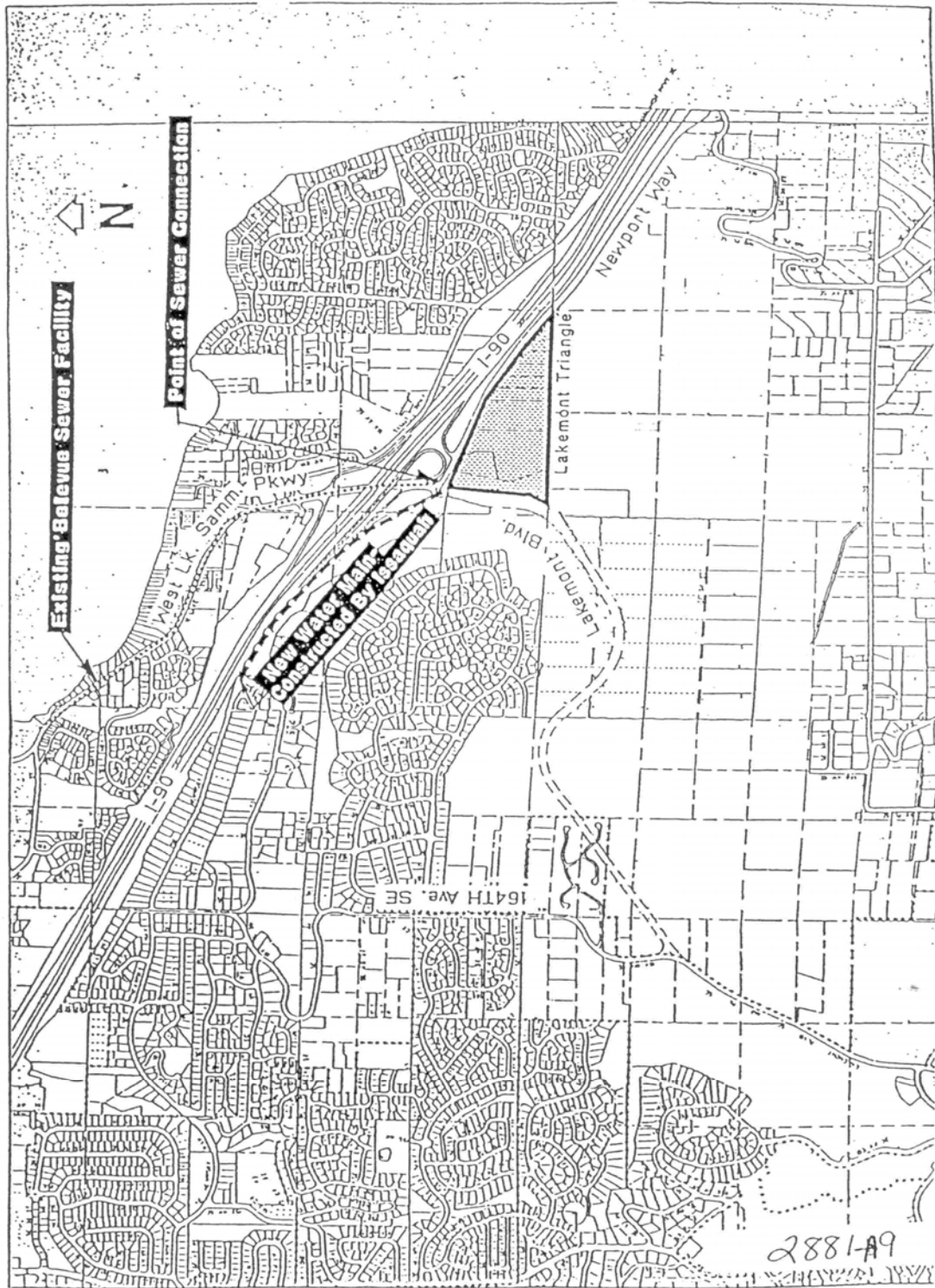
Reservoirs = \$2,100,000 X .13 = \$273,000

Pipes = \$3,441,000 X .21 = \$722,000

## TOTAL FACILITIES REPLACEMENT COSTS MINUS DEPRECIATION

\$5,541,000 - \$995,000 = \$4,546,000

ESTIMATED COST PER EQUIVALENT SF UNIT = \$4,546,000 / 6372  
= \$715



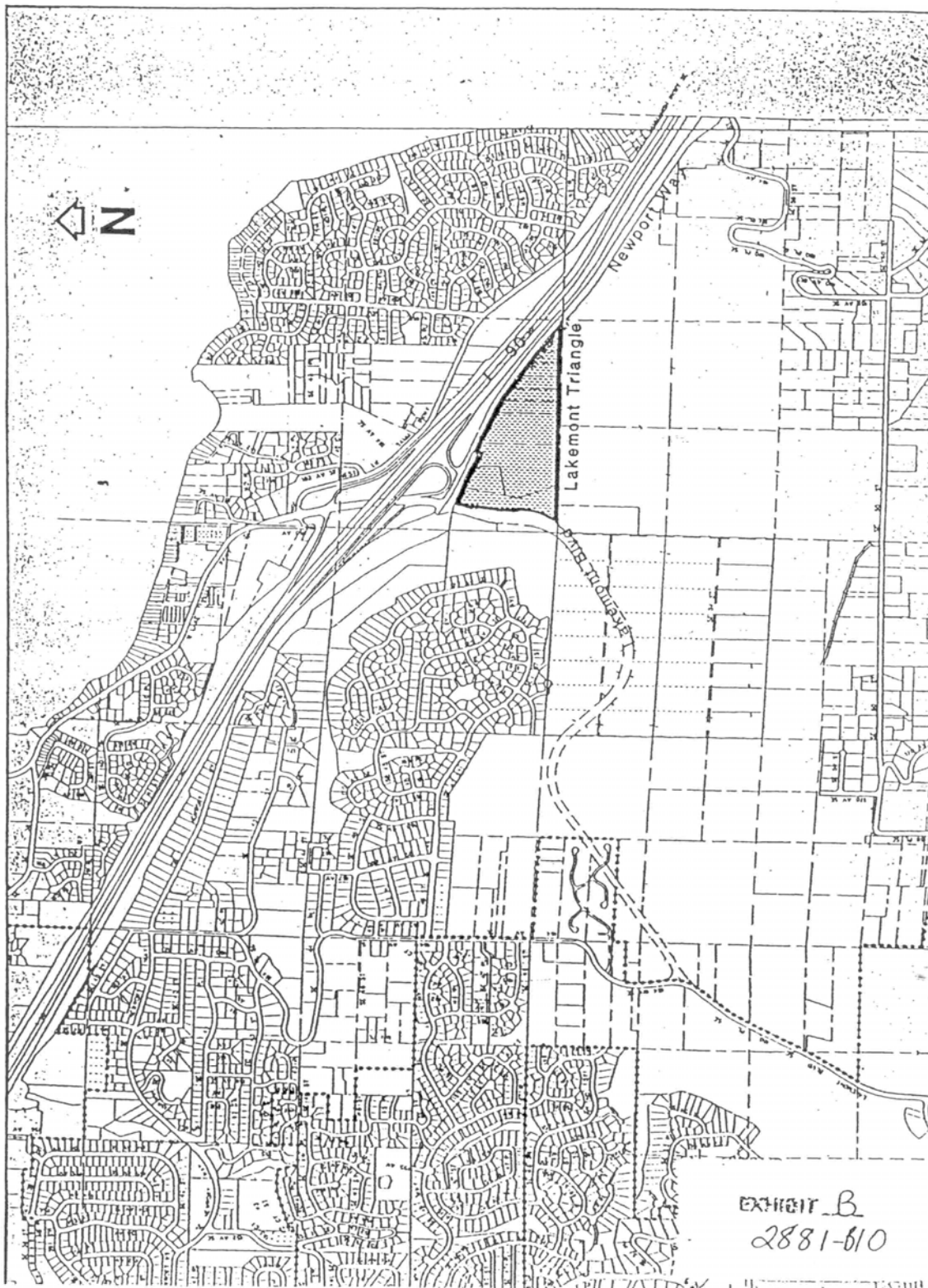


EXHIBIT B  
2881-610

# **Appendix C**

## **King County Sewer Agreement**



CITY OF ISSAQUAH  
MUNICIPALITY OF METROPOLITAN SEATTLE

AMENDMENT TO AGREEMENT  
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 4th <sup>2nd</sup> day  
of December October, 1969 <sup>1972</sup>, between the City of  
Issaquah, a municipal corporation of the State of Washington  
(hereinafter referred to as the "City") and the Municipality  
of Metropolitan Seattle, a metropolitan municipal  
corporation of the State of Washington (hereinafter referred  
to as "Metro");

WITNESSETH:

WHEREAS, the parties have entered into a long term  
Agreement for Sewage Disposal dated April 1, 1965  
(hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected  
and appointed officials in the metropolitan area was  
appointed by the Metropolitan Council to examine the  
structure of Metro's charges to its participants; and

WHEREAS, said advisory committee, following  
extensive research, study and deliberations, has recommended  
certain changes in the structure of Metro's charges to its  
participants and implementation of said changes requires  
amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the  
recommendations are in the best public interest and  
therefore desire to amend said Basic Agreement to implement  
said recommendations;

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the City and delivered to Metro the City shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences.

Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The City's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the City shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the City is first delivered to Metro, the City shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the City during the

next succeeding month. For the purpose of determining the basic reported number of Residential Customers and Residential Customer equivalents of the City for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the City as of the last day of the next to the last preceding reported quarter. After the City shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the City shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the City and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used

during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes.

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the City shall, at Metro's request, provide such information regarding new residential customers and residential customer equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each

Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the City. The City further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the City, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City which shall constitute a charge upon such gross revenues. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of the maintenance and operation of the sewer system of the City. The City shall provide in the issuance of future sewer revenue bonds of the City that expenses of maintenance and operations of the sewer system of the City shall be paid before payment of principal and interest of such bonds. The City shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

Section 2. Amendment of Section 6 of the Basic Agreement. Section 6 of the Basic Agreement is hereby amended to read as follows:

"Section 6. Responsibility of the City. The City shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the City, for construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

In addition, the City will undertake continual rehabilitation and replacement of its local sewage facilities for purposes of preventing, reducing and eliminating the entry of extraneous water into such facilities and will expend annually, averaged over five (5) years, an amount equal to two (2) cents per inch of diameter per foot of its local sewage facilities, excluding combined sewers and force mains, for said rehabilitation and replacement. The amount of this expenditure requirement may be increased from time to time by the Metropolitan Council to reflect general inflation. Rehabilitation and replacement projects undertaken pursuant to this section shall be constructed in accordance with criteria adopted by the Metropolitan Council and included in Metro's Rules and Regulations. In the event the City fails to comply with the rehabilitation and replacement expenditure requirements described in this section, the City shall pay such charge as may be determined by Metro for quantities of storm or ground water entering its Local Sewage Facilities in excess of the minimum standard established by the general Rules and Regulations of Metro.

Section 3. Amendment of Basic Agreement to Add a New Section. A new Section 18 shall be added to the Basic Agreement to read as follows:

"Section 18. Future Amendments. The City agrees to amend and hereby concurs in any amendment to this agreement which incorporates any changes in the terms for

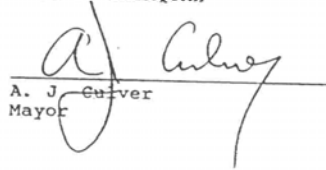
sewage disposal and/or payment therefore as may be proposed by Metro and agreed to by those Participants that shall represent, in total, not less than 90% of the Residential Customers and Residential Customer Equivalents then served by the Metropolitan Sewerage System."

Section 4. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 5. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

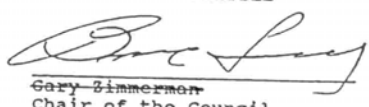
CITY OF ISSAQUAH

  
A. J. Guiver  
Mayor

ATTEST:

  
Linda Ruehle, City Clerk

MUNICIPALITY OF  
METROPOLITAN SEATTLE

  
Gary Zimmerman  
Chair of the Council

ATTEST:

MAY 22 1992



THIS AGREEMENT made and executed as of this 22<sup>nd</sup> day of JANUARY, 1992 <sup>2004 1/22/02</sup> between the CITY OF ISSAQUAH, a municipal corporation of the State of Washington (hereinafter referred to as "the City") and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington (hereinafter referred to as "Metro");

WITNESSETH:

WHEREAS, the parties have heretofore entered into a long-term Agreement for Sewage Disposal dated April 1, 1965, as amended (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, in 1981 Metro constructed the Issaquah Creek Interceptor (hereinafter called the "Interceptor") to serve as a facility of the Metropolitan Sewerage System; and

WHEREAS, the City desires to use a portion of the Interceptor as a Local Sewerage Facility;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Definitions. The defined terms used in this agreement shall have the meanings set forth in the Basic Agreement. References to manhole numbers shall be to those manholes and numbers identified in Metro Contract Document No. W/M6-81 for construction of the Interceptor, copies of which are on file with Metro and the City.

Section 2. Joint Use of Interceptor. The City and Metro agree that the portion of the Interceptor between manholes R17-37 and R17-66, as shown on Exhibit "A" attached hereto, shall serve as both a Metropolitan and Local Sewerage Facility. The City shall have the right to make direct local connections to the Joint Use Interceptor for which the City shall pay to Metro, before making said connections, the sum of \$10.655 per front foot of property served on each side of the Interceptor; that is, a

throughout that portion where the local connection is allowed. Upon payment of said amount, the City shall own an 8-inch equivalent share of the Interceptor along that portion where local service is provided to immediately adjacent properties on both sides of said Interceptor and one-half thereof where service is provided to immediately adjacent properties on only one side. Prior to making any local connection, the City shall submit to Metro for approval, a plot plan indicating the length of frontage and the property to be serviced, and shall pay Metro the connection charge as specified.

The City's local connection to the Interceptor will be made in the manner required by Metro's Rules and Regulations. The City shall hold Metro harmless from any claim, loss, cost, charge, liability or expense resulting from or arising out of damage to the Interceptor or to the persons or property of others related to, arising from or caused by the making of said connection or by the City's construction, operation, and maintenance of Local Sewerage Facilities connected to the Joint Use Interceptor.

Section 3. Construction and Maintenance of Local Sewerage Facilities. The City shall either construct, operate and maintain at its expense or cause others to construct, operate and maintain at their expense in a proper fashion, any Local Sewerage Facilities connected to the Joint Use Interceptor up to and including the tee connection. Metro shall have no responsibility for construction, operation or maintenance of Local Sewerage Facilities.

Section 4. Maintenance and Operation of Interceptor. Metro shall continue to operate, maintain and own all portions of the Interceptor. The City shall have no responsibility for operation or maintenance of the Interceptor, provided however that the City shall be responsible to repair any damage to the

qualifications or condition by reason of any provision or interpretation of this Agreement, it being the intention of the parties that the Basic Agreement shall not be affected or modified hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF ISSAQUAH

*Donna Lind*  
Mayor

ATTEST:

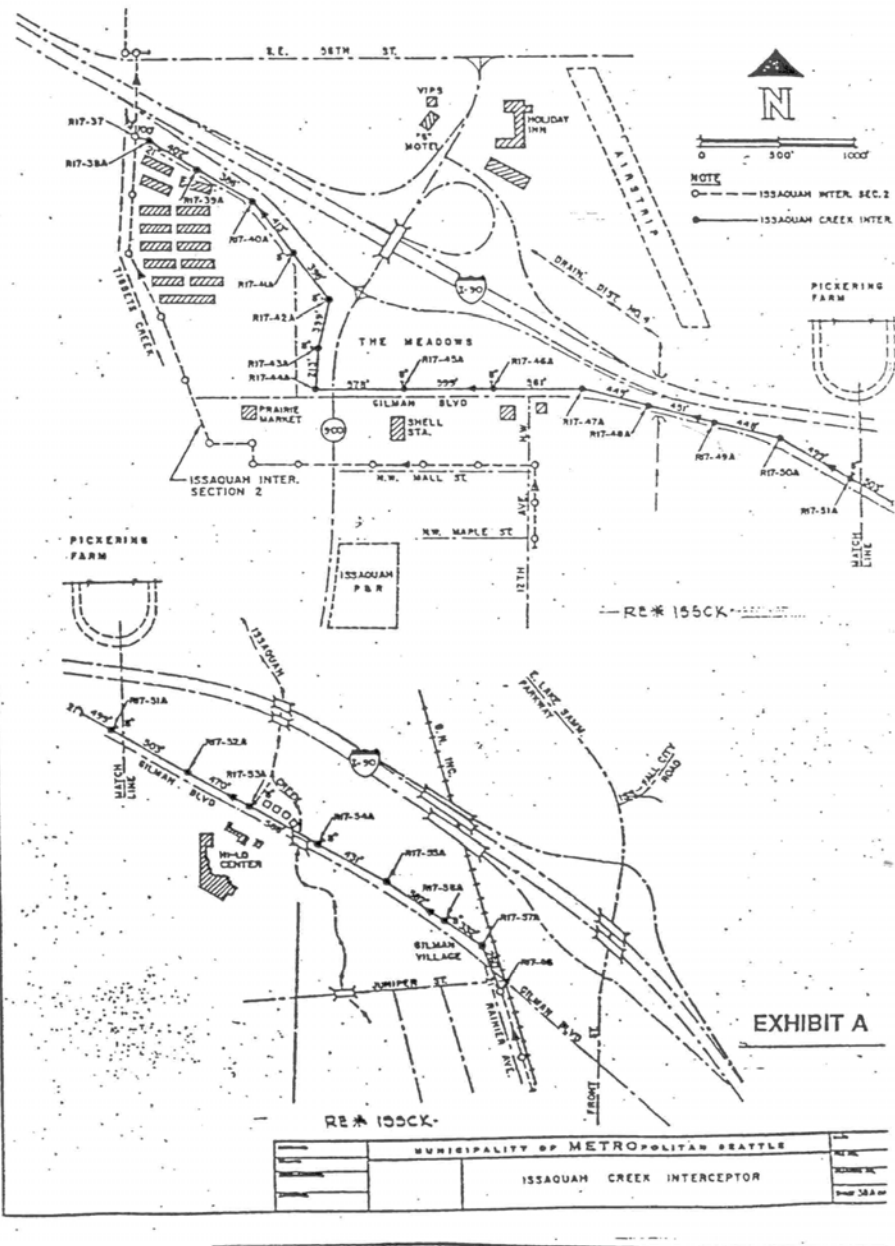
*Linda Ruelle 1/24/92*  
City Clerk

MUNICIPALITY OF METROPOLITAN  
SEATTLE

*Richard K. Sandaas*  
Richard K. Sandaas  
Executive Director

ATTEST:

*Bonnie Mattson*  
Bonnie Mattson  
Clerk of the Council



**Appendix D**  
**King County Franchise Agreement**



10/04/90  
BT:sc

INTRODUCED BY: BRUCE LAING  
PROPOSED NO.: 90-872

MOTION NO. 8101

1  
2  
3 A MOTION authorizing King County to enter into an  
4 agreement with the City of Issaquah for a  
5 franchise to construct, operate and maintain a  
6 water and sewer system in Council Districts 3 and  
7 6.

8  
9 WHEREAS, the City of Issaquah has filed an application for a  
10 franchise to construct, operate and maintain a water and sewer system  
11 to serve residential and multi-family areas in accordance with R.C.W.  
12 36.55.010, and

13 WHEREAS, the City's comprehensive plans were approved on October  
14 23, 1989 by King County Ordinance No. 9180 for water and on February  
15 11, 1985 for the sewer by King County Ordinance No. 7117, and

16 WHEREAS, the application has been referred to the relevant county  
17 executive departments for review, and

18 WHEREAS, the county executive and the Utilities Technical Review  
19 Committee have recommended approval for the franchise on September 12,  
20 1990;

21 NOW, THEREFORE, BE IT MOVED, by the Council of King County:

22 A. The granting of a franchise to the City of Issaquah to  
23 construct, operate and maintain a water and sewer system within King  
24 County is hereby approved. The county executive is authorized to  
25 enter into and execute the water and sewer system franchise, which by  
26 this reference is fully incorporated herein as part of the motion.  
27 Said franchise is granted to the City of Issaquah to expire on April  
28 10, 2010, concurrent with the sewer and water Franchise No. 6236.  
29 Said franchise shall include all of the general and special conditions  
30 required by the county.  
31  
32  
33

1  
2  
3 B. If within 30 days after the granting of this franchise, the  
4 applicant shall have failed to sign the written acceptance  
5 incorporated herein, then the herein rights and privileges granted  
6 shall be forfeited and said franchise shall be null and void.

7 PASSED this 13<sup>th</sup> day of November 19 90.

8 KING COUNTY COUNCIL  
9 KING COUNTY, WASHINGTON

10 Louis North  
11 Chair

12 ATTEST:

13 Arnold G. Fata  
14 Clerk of the Council  
15  
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## **Appendix E**

### **Adopted Land Use Plan**



# LEGEND

- Conservancy
- Community Facilities
- Low Density Residential
- Multifamily Residential
- Retail
- Commercial
- Office/Low Density Residential
- Low Density Residential/Urban Village

Future East Lake Sammamish Trail

Comprehensive Plan Land Use Designations      Comparable Zoning Districts \*

|   |  |  |
|---|--|--|
| Conservancy                               | TP-NRCA<br>C-REC                               | Tradition Plateau - Natural Resource Conservation Area<br>Conservancy Recreation   |
| Community Facilities                      | CF-OS<br>CF-R<br>CF-F                          | Community Facilities - Open Space<br>Community Facilities - Recreation<br>Community Facilities - Facilities  |
| Low Density Residential                   | C-RES<br>SF-E<br>SF-L<br>SF-S<br>SF-D<br>SF-SL | Conservancy Residential - 1 du/ 5 acres<br>Single Family Estates - 1.24 du/ acre<br>Single Family Low - 2.9 du/ acre<br>Single Family Suburban - 4.5 du/ acre<br>Single Family Duplex - 7.26 du/ acre **<br>Single Family Small Lot - 7.26 du/ acre  |
| Multifamily Residential                   | MF-M<br>MUR<br>MF-H                            | Multifamily Medium - 14.52 du/ acre<br>Mixed Use Residential - 14.52 du/ acre<br>Multifamily High - 29 du/ acre  |
| Retail                                    | CBD<br>R<br>PO                                 | Cultural and Business District<br>Retail<br>Professional Office  |
| Commercial                                | IC<br>I<br>M                                   | Intensive Commercial<br>Light Industrial<br>Mineral Resources  |
| Office/<br>Low Density Residential        | PO<br>SF-E                                     | Professional Office<br>Single Family Estate - 1.24 du/ acre  |
| Low Density Residential/<br>Urban Village | C-RES<br>SF-SL<br><br>UV                       | Conservancy Residential - 1 du/ 5 acres<br>Single Family Small Lot - 7.26 du/ acre (Park Pointe)<br><br>Urban Village The UV designation recognizes that master planning of larger parcels provides the opportunity for mixed use development, clustering, phasing of infrastructure, and protection of critical areas. The UV designation is implemented by the adoption of a UV development agreement and UV zoning by City Council. A UV development agreement has been adopted for Issaquah Highlands and Talus. |

\* For specific zoning boundary information, consult the City's Official Zoning Map. For allowable uses within zoning districts, consult the Table of Permitted Land Uses in the City's Land Use Code.  
 \*\* Maximum Duplex Density: 14.52 du/ acre - See Land Use Code for Details.  
 For "Intent Statements" for each land use designation, consult Table L-3 of the Land Use Element.

Redesignation contingent upon acquisition or agreement to bring into or under the Issaquah Highlands 2-Party Agreement

Source: City of Issaquah Planning 2002

CITY OF  
ISSAQUAH  
LAND USE  
DESIGNATION MAP

Revision Date 9/16/02  
Ord. 2348  
Volume 1



## **Appendix F**

### **List of Sewer Criteria**



## Appendix F

### Design Criteria and Standards

Various system design criteria and standards have been developed to ensure a consistent minimum level of service is maintained throughout the sewer system and to facilitate planning, design, and construction of sewer system projects. Although the list below is only partial, the criteria listed here are those that affect primarily sizing and siting of facilities. A detailed listing of design requirements for sewer systems is available in the *Criteria for Sewage Works Design*, prepared by the Department of Ecology, as revised December, 1998.

Additional information on design criteria and standard plans for sewerage facilities, sewer system developer extensions, and lift stations is available from the City of Issaquah Public Works Engineering Department.

#### 1. Gravity Sewers

- Laterals and submains shall be designed for the ultimate development of the tributary areas. Selection of the design period for trunk and interceptor sewers can be based on an evaluation of economic, functional and other considerations.
- Sewers will be routed to follow natural drainage wherever possible to minimize the need for sewage pump stations.
- System extensions will be configured to maximize utilization of any excess capacity within the existing trunk sewer system.
- Sewers will be located in street right-of-ways to minimize the need for easements.
- Minimum sewer diameter will be 8 inches, although 6-inch sewers are allowed in special cases.
- Minimum sewer depth is 3 feet. Sewer should be sufficiently deep to prevent freezing and physical damage and to allow sewer to receive sewage from service connections by gravity.
- Slopes of sewer lines shall be set to maintain a mean velocity of 2.0 ft/sec when flowing full. Minimum slopes are summarized in Table A-1; greater slopes are desirable. Sewers on a 20-percent or greater slope shall be anchored with concrete anchors or their equal.
- Sewers will be designed to accept the maximum hourly wet weather flow; generally with minimum peak design flow is 400 percent of the average wet weather flow for laterals and 250 percent of the average wet weather flow for

interceptors/trunks. Detailed design procedures are contained in *Criteria for Sewage Works Design*. No new overflows will be permitted within the existing system or within new sewers intercepting flows from the existing system.

- A minimum horizontal separation of 10 feet and a minimum vertical separation of 18 inches between the bottom of the waterline and the crown of the sewer line will be maintained between sewers and existing potable water lines, wherever possible. Smaller separations may be allowed as detailed in *Criteria for Sewage Works Design*, such as construction to waterline standards with pressure testing for water tightness.

| <b>Table A-1</b><br><b>Minimum Sewer Slopes</b> |  |
|---|--|
| <b>Sewer Size<br/>(inches)</b>                  | <b>Minimum Slope<br/>(rise in feet per 100 feet in length)</b> |
| 8   | .40  |
| 10  | .28  |
| 12  | .22  |
| 14  | .17  |
| 15  | .15  |
| 16  | .14  |
| 18  | .12  |
| 21  | .10  |
| 24  | .08  |
| 27  | .07  |
| 30  | .06  |
| 36  | .05  |

## 2. Manholes

- Manholes are required at the end of each sewer to facilitate future extensions.
- Manholes are required at every change in grade, size, alignment, at intersections,

and at a maximum spacing of 400 feet for sewers less than or equal to 15 inches and 500 feet for sewers 18 to 30 inches. Greater manhole spacing may be permitted on larger sewers.

- Minimum manhole diameter is 48 inches.
- Watertight manhole covers will be used wherever possible. Jointed manholes (bricks or cement block) will not be used.

### **3. Pump Stations**

- Locate away from residential areas wherever possible. Pump station noise, odor, access, and aesthetics should be taken into consideration when siting a pump station. Sites should be selected to allow for future expansion, as necessary. Flood protection should be provided.
- Pump stations shall contain a minimum of two pumps, each capable of handling the expected maximum flow (minimum required is 250 percent of the average wet weather design flow). Where three or more pumps are used, the station must be able to pump the maximum flow with any one pump out of service.
- Use variable speed pumps where appropriate to reduce likelihood of producing septic conditions.
- A sewage flowmeter (a minimum of a totalizer) will be provided on all new pumping facilities.
- Emergency power shall be provided that, alone or combined with storage, will prevent overflows from occurring during any outage, equal to the longest power outage experienced in the local vicinity over the previous 10 years. This power outage information should be determined prior to final design of any new pump station.

### **4. Force Mains**

- Minimum size for force mains is 4 inches.
- Minimum velocity at pumping capacity shall be 2 fps unless flushing facilities are provided; velocity should not exceed 8 fps. The optimum range for reducing maintenance costs and preventing accumulation of solids is 3.5-5.0 fps.
- Pipe material selection should consider character of wastes, soil characteristics, external loads, corrosion, erosion.

- Blow-offs should be located at low points of force mains, and air relief valves should be located at high points.
- Force mains shall be tested at a minimum pressure of at least 50 percent above the design operating pressure for 30 minutes. Leakage should not exceed the amount computed using the formula in section 3.46, pg 47, of the Washington State Department of Ecology *Criteria for Sewage Works Design*.

## **Appendix G**

### **Detailed Summary of CMOM Program**



# **An Overview for CMOM Compliance**

- 1. General Standards**
- 2. Management Program**
- 3. Overflow Response Plan**
- 4. System Evaluation and Capacity Assurance Plan**
- 5. CMOM Program Audits**
- 6. Communications**

## **CAPACITY, MANAGEMENT, OPERATION AND MAINTENANCE (CMOM)**

CONSENSUS RECOMMENDATION of the SSO FEDERAL ADVISORY SUBCOMMITTEE -CMOM requirements CMOM  
- 1 October 20, 1999

122.42(f) Capacity, Management, Operation and Maintenance Programs for Municipal Sanitary Sewer Systems

### **1. General Standards**

You, the permittee, must:

- properly manage, operate and maintain, at all times, all parts of collection system that you own or over which you have operational control;
- provide adequately capacity to convey base flows and peak flows for all parts of the collection system you own or have operational control;
- take all feasible steps to stop, and mitigate the impact of, sanitary sewer overflows in portions of the collection system you own or have operational control; and
- provide notification to parties with a reasonable potential for exposure to pollutants associated with the overflow event.
- develop a written summary of your CMOM program and make it, and the audit under section (5), available to any member of the public upon request.

### **2. Management Program**

You must develop a capacity, management, operation and maintenance (CMOM) program to comply with paragraph (1). If you believe that any element of this section is not appropriate or applicable for your CMOM program, your program does not need to address it, but your written summary must explain why that element is not applicable. The Director will consider the quality of the CMOM program, its implementation and effectiveness in any relevant enforcement action, including but not limited to any enforcement action for violation of the prohibition of any municipal sanitary sewer system discharges described at 40 CFR 122.42(g). The program must:

#### **Goals:**

Identify with specificity the major goals of your CMOM program, consistent with the general standards identified above.

#### **Organization:**

Identify:

- administrative and maintenance positions responsible from implementing measures in your CMOM program, including lines of authority by organization chart or similar document; and

- the chain of communication for reporting SSOs under 122.42(e) from CONSENSUS RECOMMENDATION of the SSO FEDERAL ADVISORY SUBCOMMITTEE CMOM requirements CMOM - 2 October 20, 1999 receipt of a complaint or other information to the person responsible for reporting to the NPDES authority

#### **Legal Authority:**

Include legal authority, through sewer use ordinances, service agreements or other legally binding documents, to:

- Control infiltration and connections from inflow sources;
- Require that sewers and connections be properly designed and constructed;
- Ensure proper installation, testing, and inspection of new and rehabilitated sewers (such as new or rehabilitated collector sewers and new or rehabilitated service laterals);
- Address flows from satellite municipal collection systems; and
- Implement the general and specific prohibitions of the national pretreatment program that you are subject to under 40 CFR 403.5.

#### **Measures and Activities:**

Your CMOM program must address the elements listed below that are appropriate and applicable to your system and identify the person or position in your organization responsible for each element.

- Maintenance of facilities
- Maintenance of a map of the collection system
- Management of information and use of timely , relevant information to establish and prioritize appropriate CMOM activities (such as the immediate elimination of dry weather overflows or overflows into sensitive waters such as public drinking water supplies and their source waters, swimming beaches and waters where swimming occurs, shellfish beds, designated Outstanding National Resource Waters, National Marine Sanctuaries, waters within federal, state, or local parks, and water containing threatened or endangered species or their habitat), and identify
- and illustrate trends in overflows.
- Routine preventive operation and maintenance activities
- Assessment of the current capacity of the collection system and treatment facilities which you own or over which you have operational control
- Identification and prioritization of structural deficiencies and identifying and implementing short-term and long term rehabilitation actions to address each deficiency
- Appropriate training on a regular basis.
- Equipment and replacement parts inventories including identification of critical replacement parts.

#### **Design and Performance Provisions:**

You must establish:

- requirements and standards for the installation of new sewers, pumps and other appurtenances; and rehabilitation and repair projects.
- procedures and specifications for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

#### **Monitoring, Measurement and Program Modifications:**

You must monitor the implementation and, where appropriate measure the effectiveness of each element of your CMOM program. You must update program elements as appropriate based on

monitoring or performance evaluations. You must modify the summary of your CMOM program as appropriate to keep it updated and accurate.

### **3. Overflow Response Plan**

You must develop and implement an overflow response plan that identifies measures to protect public health and the environment by, including but not limited to, mechanisms to:

- ensure that you are made aware of all overflows (to the greatest extent possible);
- ensure that overflows are appropriately responded to, including ensuring that reports of overflows are immediately dispatched to appropriate personnel for investigation and appropriate response;
- ensure appropriate reporting pursuant to 40 CFR 122.42(e).
- ensure appropriate notification to the public, health agencies, and other impacted entities (e.g. water suppliers) pursuant to 40 CFR 122.42(h). The CMOM should identify the public health and other officials who will receive immediate notification
- ensure that appropriate personnel are aware of and follow the plan and appropriately trained; and
- provide emergency operations.

### **4. System Evaluation and Capacity assurance plan:**

You must prepare and implement a plan for system evaluation and capacity assurance if peak flow conditions are contributing to an SSO discharge unless you have either (1) already taken steps to correct the hydraulic deficiency or (2) the discharge meets the criteria of 122.42(g)(2). At a minimum the plan must include:

- **Evaluation:** Steps to evaluate those portions of the collection system which you own or over which you have operational control which are experiencing or contributing to an SSO discharge caused by hydraulic deficiency or to noncompliance at a treatment plant. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, provide estimates of the capacity of key system components, identify hydraulic deficiencies, including components of the system with limiting capacity and identify the major sources that contribute to the peak flows associated with overflow events.
- **Capacity Enhancement Measures:** Establish short and long term actions to address each hydraulic deficiency including prioritization, alternative analysis, and a schedule.
- **Plan updates:** The plan must be updated to describe any significant change in proposed actions and/or implementation schedule. The plan must also be updated to reflect available information on the performance of measures that have been implemented.

### **5. CMOM Program Audits**

As part of the NPDES permit application, you must conduct an audit, appropriate to the size of the system and the number of overflows, and submit a report of such audit, evaluating your CMOM and its compliance with this subsection, including its deficiencies and steps to respond to them.

### **6. Communications:**

The permittee should communicate on a regular basis with various interested parties on the implementation and performance of its CMOM program. The communication system should allow interested parties to provide input to the permittee as the CMOM program is developed and implemented.

## **Appendix I**

### **Current Sewer Rates**

**Issaquah Municipal Code**  
**Title 13. Public Services**  
**Division II. Sewers**

**Chapter 13.70. Rates, Charges And Assessments**

Sections:

[13.70.010](#) Accounts – Billing and delinquency.

[13.70.020](#) General facility charge – Sewer.

[13.70.030](#) METRO charges.

[13.70.040](#) Sewer rates – Generally.

[13.70.050](#) Permit fees and deposits.

[13.70.060](#) Construction assessments.

[13.70.070](#) Determination of construction assessment.

[13.70.080](#) Recording fees.

[13.70.090](#) Recovery contracts.

**13.70.010 Accounts – Billing and delinquency.**

A. It shall be the duty of the Finance Director to keep accounts with all users of sanitary sewer service, to enter on such accounts all charges and penalties, and provide regular billing to all users. All bills shall be sent to the owners of record, except when the tenant appears at the City Hall and signs a notarized statement accepting responsibility for payment.

B. An account shall be deemed delinquent if not paid within 30 days of the due date. Delinquent accounts shall be subject to a 10 percent service charge. There shall be a further 10 percent service charge for each additional 30 days of delinquency.

C. All charges for sewer service, when the same becomes delinquent and unpaid, shall be a lien against the premises to which the service has been furnished. (Ord. 2186 § 2, 1998).

**13.70.020 General facility charge – Sewer.**

A. Beginning August 19, 1996, and thereafter in addition to other fees required by ordinance or pursuant to agreement, there is imposed upon the owners of property seeking to connect to the City's sewer system a general facility charge. This general facility charge is determined by adding the charge per account of \$24.00 and the product of \$2,091 times the number of METRO residential customer equivalents (RCE) ( $\$2,091 \times \text{RCE}$ ). One RCE is equal to 750 cubic feet of usage per month (METRO's assumed average winter usage for a single-family residence).

1. The general facility charge shall be paid and collected at the time of permit issuance for development and prior to actual development.

2. Applicants for development shall be required to pay the general facility charge in effect at the time the permit is issued.

B. The general facility charge shall be paid and collected at the time of permit issuance for a sewer connection and prior to actual connection.

C. Applicants for sewer connection with applications pending before August 19, 1996, and who have otherwise complied with all relevant ordinances of the City shall not be required to pay the general facility sewer connection charge imposed in this section but shall be required to pay the sewer connection charge in effect on the date of their application. (Ord. 2334 § 1, 2002; Ord. 2331 § 1, 2001; Ord. 2186 § 2, 1998).

#### **13.70.030 METRO charges.**

A. In addition to those rates and charges for sewage service otherwise set forth in this chapter, the following METRO charges to insure compliance with Section 204 of the Public Law 92-500 (33 U.S.C. Section 1251 et seq.) CFR Part 5 Subpart E are imposed:

1. A “surcharge” in an amount to be determined as provided in METRO Resolution Nos. 2315 and 2557, as now constituted or hereafter amended, which resolutions and any subsequent amendments thereto are incorporated by reference, the charge to be added to the customer’s regular bill;

B. One copy of METRO Resolution Nos. 2315 and 2557 shall be authenticated and recorded by the City Clerk as required by RCW 35A.12.140. (Ord. 2186 § 2, 1998).

#### **13.70.040 Sewer rates – Generally.**

A. Billing Period. The normal billing period shall be 2 months, which for accounting purposes shall be on the first day of the month during which the meters are read. Charges for periods of less than 2 months shall be prorated both as to fixed, usage, and/or minimum charge and as to water consumption.

B. Billing Increments. Where charges are based on water consumption, these charges shall be computed on the nearest 100 cubic feet of water consumption.

C. Sanitary Sewer Rates. Sanitary sewer rates for all accounts shall be per account (meter) and shall be in accordance with the schedule of charges contained in this section entitled “2002 Sewer Rates.” For customers classified as single-family residential, monthly charges are determined by adding the fixed monthly (City) charge, the fixed monthly (METRO) charge, and the product of the usage per ccf charge and the customer’s average water usage. The average winter water usage shall be determined as the average monthly usage for the 6-month period of November through April of the previous billing year.

D. Effective Date. Rates shall be effective the first full billing cycle beginning January 1, 2002, or as soon as is administratively feasible. If it is not administratively feasible to implement and bill the rates in accordance with subsection (C) of this section, then sanitary sewer rates shall be applied in accordance with the schedule of charges entitled “Alternative 2002 Sewer Rates.”

E. If users have a separately metered water connection for irrigation only, that water consumption shall be exempt from the rates established in this section. If users have a water connection which meters both domestic/commercial water use and irrigation and is metered by a single water meter, all water consumption shall be subject to the sewer rates by this chapter.

## 2002 Sewer Rates

| Customer Classification    | Fixed Monthly (City) | Fixed Monthly (METRO) | Usage per ccf (City and/or METRO) | Monthly Minimum Charge |
|----------------------------|----------------------|-----------------------|-----------------------------------|------------------------|
| Single-Family Residential* | \$ 1.62              | \$ 23.40              | \$ 1.68                           | \$ 31.74               |
| MFR/Duplexes**             | \$ 1.62              |                       | \$ 4.80                           | \$ 31.74               |
| Commercial/Trailers/PA**   | \$ 1.62              |                       | \$ 4.80                           | \$ 31.74               |

\* Usage charge is for City costs. Individual charges are based on each customer's winter average monthly usage from the winter previous. The monthly minimum charge includes 4 ccf per usage.  
 \*\* Usage charge is for METRO costs. Individual charges are based on each customer's monthly usage.

## Alternative 2002 Sewer Rates

| Customer Classification   | Fixed Monthly (City) | Fixed Monthly (METRO) | Usage per ccf (City + METRO) | Monthly Minimum Charge |
|---------------------------|----------------------|-----------------------|------------------------------|------------------------|
| Single-Family Residential | \$ 11.72             | \$ 23.40              |                              |                        |
| MFR/Duplexes              | \$ 2.09              |                       | \$ 5.04                      | \$ 37.25               |
| Commercial/Trailers/PA    | \$ 2.09              |                       | \$ 5.04                      | \$ 37.25               |

(Ord. 2331 §§ 2, 3, 2001; Ord. 2293 §§ 1, 2, 2000; Ord. 2247 § 1, 1999; Ord. 2209 §§ 1, 2, 1998; Ord. 2186 § 2, 1998).

### 13.70.050 Permit fees and deposits.

A. The application for a side sewer permit shall be accompanied with a cash deposit, made to the City for deposit with the City Treasurer, as follows: a sum equal to \$500.00, or 2 percent of the total contract price, whichever is greater. No deposit shall be less than \$500.00.

B. Any contractor intending to perform frequent work in the City may make and maintain with the City Treasurer a general deposit in the sum of \$1,500, and the contractor so depositing shall not be required to make the special deposits provided in this section, but shall, however, be required to comply with all other applicable provisions of the IMC. Any special or general deposit made under these provisions shall serve as security for the repair of underground utilities or other maintenance or services required of the City as a consequence of the permit holder's activity. Upon the permittee's completion of the work covered by such permit in conformity with the IMC as determined by the City Engineer, such cash deposit, except in the case of an annual deposit, shall be promptly refunded by the City to the permittee.

C. Permit fees are as defined in IMC [3.65.040](#).

D. An administrative fee of \$75.00 shall accompany each request for a waiver applied for under the provisions of IMC [13.80.040](#). (Ord. 2186 § 2, 1998).

### **13.70.060 Construction assessments.**

A. In addition to the permit fees, deposits, general facility charges, and utility rates, the applicant for a side sewer permit for property fronting on a sewer line for which the property has neither been assessed nor otherwise paid its pro rata share of the cost of the sewer line shall be required to pay the pro rata share to the City as a condition to the right to connect to the line. The construction assessment may be collected either for the benefit of the City Sewer System or for private persons who have paid the cost of constructing the sewer line and have entered into a recovery contract with the City.

B. When connecting to a main constructed before October 1, 1978, the applicant shall pay an assessment of \$3.00 per lineal foot of main along that side of the property that the connection is made.

C. When connecting to a main constructed after October 1, 1978, the applicant shall pay an amount based on the methodology outlined in IMC [13.70.070](#).

D. When connecting to an existing sewer main which does not completely or at all front the property, the owner/applicant shall pay an amount based on the methodology outlined in IMC [13.70.070](#).

E. When the property is subject to a recovery contract, the applicant shall pay the assessment identified in such contract. There shall be included in an engineer's estimate on any such sewer improvement, separately itemized, and in such assessments, a sum equal to the amount provided in or computed from such contract as the fair pro rata share due from such owners upon and for such contracted sewer facilities. Recovery contracts shall determine the fair pro rata cost share due using the methodology outlined in IMC [13.70.070](#).

F. Construction assessments shall not apply to those parcels which:

1. Previously connected without paying the assessment;
2. Are served by a sewer main constructed for the purpose of serving the parcel and subsequently donated (i.e., as part of a plat) to the City; or
3. Construction assessments have previously been paid.

G. The City shall not waive any collections required by a recovery contract and shall exercise reasonable vigilance to assure that payment of fair shares is not evaded. The City may, however, authorize the connection of additional lines to the sewer lines subject to a recovery contract without payment of pro rata shares; provided the additional sewer lines are to be constructed in a public right-of-way existing at the date of acceptance of the recovery contract, or provided the additional mains connect to the terminus of the recovery contract sewer line. In the event such additional mains are intended to provide sewer service to any tract fronting the sewer line already subject to contract, the owner of the additional mains shall be required to pay the pro rata share for such tract. If, as a result of the existence of 2 or more sewer lines under separate recovery contract, any property may be reasonably served from more than 1 sewer line, the owner of the property may choose to be connected to a particular sewer line and the pro rata share will be collected under that contract only. (Ord. 2186 § 2, 1998).

**13.70.070 Determination of construction assessment.**

A. Commercial Property. The pro rata cost share shall be assessed to parcels based on the total cost including engineering, construction, and legal fees associated with the sewer main and the percent of the total capacity in the subject sewer main utilized by development on the assessed parcel or any other equitable method of apportionment.

B. Residential Property. The pro rata cost share shall be assessed to parcels based on the total cost including engineering, construction, and legal fees associated with the sewer main and the number of equivalent residential units the main will provide service for based on the zoning at the time of construction or any other equitable method of apportionment. The assessment shall be a dollar amount per equivalent residential unit.

C. Inadequate Frontage. The pro rata cost share will be estimated as appropriate for either commercial or residential property using estimated costs to extend the sewer main. Additionally, the property owner will be required to sign a no protest agreement for the formation of a utility limited improvement district (ULID). (Ord. 2186 § 2, 1998).

**13.70.080 Recording fees.**

All recording fees shall be paid for by the owner or owners of the properties affected. (Ord. 2186 § 2, 1998).

**13.70.090 Recovery contracts.**

A. All amounts received by the City in accordance with recovery contracts shall be paid to the original developer of the sewer line, his personal representative, or assigns within 60 days after receipt of said money.

B. There shall be a minimum charge of \$5.00 for making each collection, which charge shall be paid by the applicant and shall belong to the City Sewer System. (Ord. 2186 § 2, 1998).